

- (4) Degrees of training required for such employees;
- (5) Grooming standards applicable to such employees;
- (6) Productivity and performance standards of such employees;
- (7) Styles and types of wearing apparel to be used on duty;
- (8) Size and composition of the work force within the bargaining unit;
- (9) Contracting or subcontracting of operations currently being performed by employees within the bargaining unit.

The obligation of the City to meet and confer regarding the foregoing subjects shall not be construed to require that the City and the Union reach agreement prior to the implementation of the types of modifications described in this subsection.

(d) Nothing in this section shall be construed to excuse the City from the obligation to meet and confer with the Union regarding any subject or matter not set forth in this section where required to do so by statute.

(e) Neither the Union nor any employee within the bargaining unit shall contest through the grievance procedure the authority of the City under state or federal law to exercise the rights enumerated in subsection (b). Except as provided therein, the Union may use the courts to contest the exercise of such authority.

It is a major purpose of this section to maximize the flexibility of the City to conduct its day-to-day operations.

Section 4. No Discrimination

There shall be no discrimination by either the bargaining unit or City on any basis prohibited by state or federal law or City policy.

Section 5. Employee Access to Representation and Records

Section 5.1 Union Representative

The Union shall be entitled to a reasonable number of representatives who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the City Manager in writing of the names of the representatives.

(a) Representatives shall obtain permission from their supervisors before leaving their workstations to resolve grievances. This provision shall not be used to prevent the representatives from performing their duties or obligations set forth in this

section; provided, however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's services, as determined by the City.

(b) Union representatives may receive but not solicit complaints or grievances of employees at the work location during work hours. They shall not interfere with the normal conduct of work duties of the employees, as determined by the department head.

(c) Activities such as soliciting for membership, collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature are strictly prohibited during working hours without the prior approval of the City Manager.

(d) In the event the City believes that the Union representatives are abusing the provisions of this section, it shall contact the Union or its representative to arrange a mutually acceptable time and place to investigate the City's complaint and to assure full compliance by the bargaining unit representative to the extent possible.

(e) Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a Union representative present upon request. In the event the employee desires the presence of a Union representative, the City will contact the bargaining unit to arrange a mutually acceptable time to hold the meeting. Once scheduled, neither party shall be required to reschedule the meeting for the convenience of the other. This provision shall not prohibit the City from taking immediate action if, in City's opinion, immediate action is necessary.

Section 5.2 Personnel Files

An employee, or on presentation of written authorization from the employee, an employee's representative shall have specific access to the employee's personnel file upon request and reasonable convenience of the Human Resources Division. Documentation in the personnel file relating to the investigation of a possible criminal offense, background information on the employee, and letters of reference may be specifically excluded from the inspection and review of the employee and/or the employee's representative. Medical records and information which would be privileged under state law pursuant to the attorney-client privilege or the work product doctrine may also be excluded. Non-Privileged medical records involving workers' compensation, disability medical evaluation, and pre-hire medical reports shall be included in the employee's personnel file. Personnel files may only be reviewed in the presence of a

designated employee of the Human Resources Division. The City will provide employees with all copies of Performance Evaluations and Letters of Reprimand, and Letters of Recordation, if any, and such copies shall be provided to the Union with the written authorization of the employee. Upon request the employee may at personal expense copy these portions of the employee's personnel file not specifically excluded from review by this section.

(a) For the purposes of this Memorandum of Understanding, a Letter of Recordation is understood as a written record placed into an employee's personnel file intended to be either informative in nature or to document in a positive rather than punitive manner, a notice to the employee for personal correction of actions, which if continued, could result in disciplinary action. Since a Letter of Recordation does not constitute a disciplinary action, it will include a statement that the Letter is informative and not punitive. If in the event the employee feels such record constitutes an adverse comment, the employee may, within 30 days, file a written response. The written response shall be attached to, and shall accompany the Letter of Recordation.

Section 6. Salary Plan

Section 6.1 Salary Ranges

(a) Beginning with the pay period beginning March 12, 2001, salaries for the classifications in this bargaining unit shall be set at the levels indicated in Attachment "A".

(b) Effective first pay period following February 1, 2002, the classifications listed in Appendix "A" will receive an across-the-board salary increase of 4.5%.

(c) Effective first pay period following February 1, 2003, the employees will receive an across the board salary increased based on the percentage movement of the Consumer Price Index (SF/Bay Area 82-84= 100,W) from January – December 2002, with a minimum increase of 3%. If the CPI is between 3.0% and 5.9%, the increase will be the same as the actual CPI rate. If the CPI increase is between 6.0% and 7.9%, the increase will be 6%. If so requested by the Union there may be a salary only reopener if the Index exceeds 8%.

(d) Effective first pay period following February 1, 2004, the employees will receive an across the board salary increased based on the percentage movement of the Consumer Price Index (SF/Bay Area 82-84= 100,W) from January-December 2003, with a minimum increase of 3%. If the CPI is between 3.0% and 5.9%, the increase will be the same as the actual CPI rate. If the CPI increase is between 6.0% and 7.9%, the increase will be 6%. If so requested by the Union there may be a salary only reopener if the Index exceeds 8%

(e) To determine new pay ranges upon general salary adjustment, applicable